

MEMORANDUM OF UNDERSTANDING
ON THE EXCHANGE OF UNITS
BETWEEN THE UNITED STATES AIR FORCE
AND THE ROYAL AIR FORCE OF THE UNITED KINGDOM
OF GREAT BRITAIN AND NORTHERN IRELAND

04-595

SECTION I : GENERAL

The United States Air Force (USAF) and the Royal Air Force (RAF) of the United Kingdom of Great Britain and Northern Ireland hereby formally establish a unit exchange programme for the purpose of providing a system for an active relationship between the two Services. This memorandum of understanding (MOU) sets forth the general terms and conditions that govern the two Services and by which the experience, professional knowledge, and doctrine of both Services are shared for maximum mutual benefit to the extent permissible under existing policies, laws, and regulations of the United States of America and the United Kingdom of Great Britain and Northern Ireland. The exchange programme operates under the concept of a reciprocal exchange of fully qualified units, of equivalent composition and qualifications, and is designed to strengthen bonds of friendship and understanding between the two Services. The Agreement Concerning Defense Cooperation Arrangements of 27 May 1993 between the Government of the United States of America and the Government of the United Kingdom of Great Britain and Northern Ireland will apply to this MOU.

SECTION II : DEFINITIONS

For the purpose of this MOU, the following definitions apply:

1. *Exchange personnel.* Any individual on active duty with the exchange unit of the parent Service who is present in the territory of the sponsoring state pursuant to this exchange program.
2. *Exchange unit.* Any unit on active duty with the parent Service which is present in the territory of the sponsoring state pursuant to this exchange program.
3. *Parent Service.* The military Service to which the exchange unit belongs.
4. *Sponsoring Service.* The military Service to which the exchange unit is attached pursuant to this exchange program.
5. *Parent state.* The state to which the parent Service belongs.
6. *Sponsoring state.* The state to which the sponsoring Service belongs.
7. *Unit exchange.* The exchange of units rather than individuals.

SECTION III : ASSIGNMENT AND UTILIZATION

1. The assignment of exchange units will be for the purpose of facilitating unit operations.
2. Exchange personnel may receive short programs of military instruction when such instruction is part of the normal orientation, familiarization, and checkout or safety process for sponsoring Service personnel reporting to a particular duty station. Instruction provided to exchange personnel by the sponsoring Service will be strictly limited to short programs designed for the purposes stated above.
3. In no case may exchange personnel be assigned to a position that would require exercise of command over personnel of the sponsoring Service.
4. Unless otherwise authorized by authorities of the parent state, exchange personnel will not participate in combat operations. This applies to all hostilities, including civil-military actions within the sponsoring state in which its armed forces are called upon to assist in restoring law and order. In any case, where involvement in hostilities or civil-military actions becomes imminent, military duties of exchange personnel will be terminated until further instructions are received from authorities of the parent state.
5. Exchange units will be assigned duties by the sponsoring service which are agreeable to the parent Service. These duties will conform to the range of qualifications held by exchange unit personnel, but the exchange unit must always be prepared to function fully as a member of the unit or activity to which assigned.

SECTION IV : SELECTION CRITERIA AND DISCHARGE

1. The selection of exchange units will be on a highly selective basis from among military units of the parent Service. The parent Service will be solely responsible in the selection of its exchange units based on the following criteria:
 - a. They must be well-versed in the current practices and doctrine of their Service or branch thereof and be particularly qualified through experience to participate in the unit exchange.
 - b. They must possess required skill and training qualifications.
 - c. Unit personnel should hold the grade authorized for the positions they occupy.
2. The requirements, qualifications, and experience of the exchange units must meet the standards of the sponsoring Service. The determination and decision on unit performance is within the sole discretion of the sponsoring service. The parent state or Service will be responsible for all expenses in connection with the return of exchange unit personnel under this section.

SECTION V : TOUR LENGTH AND NUMBER EXCHANGED

1. The normal tour of duty for exchange units, exclusive of travel time between countries, will be as specified in an appendix to this MOU. Exceptions to and/or adjustments of any tour will be based on mutual approval.
2. One unit from the USAF and one unit from the RAF will take part in the exchange. Exchange units will be assigned to units or positions as described in an appendix to this MOU. Expansion of the exchange program and cancellation, postponement, or substitution of a specific exchange will be as mutually approved between the sponsoring Service and the parent Service.

SECTION VI : ADMINISTRATION AND CONTROL

Exchange personnel will be administered and controlled as prescribed by the parent Service:

1. Chief, Office of Defense Cooperation, London, will serve as the chief, for the USAF exchange program, United Kingdom. USAF exchange personnel in units on exchange with the RAF will be under the administrative supervision of the Chief, USAF exchange program, United Kingdom.
2. RAF exchange personnel on duty with exchange units in the United States will be under the administrative control of the RAF attaché.

SECTION VII : IDENTIFICATION

Exchange personnel will be in possession of valid identification cards and identification dog tags in accordance with the regulations of the parent state and meeting the requirements of the laws and regulations of the sponsoring Service and sponsoring state.

SECTION VIII : RESPECT FOR LOCAL LAW

Exchange personnel will respect the law of the sponsoring state and abstain from any activity inconsistent with the spirit of this MOU and, in particular, from any political activity in the sponsoring state.

SECTION IX : ENTRY AND EXIT

Exchange personnel are to possess of appropriate documentation issued by the parent state and required by authorities of the sponsoring state for entry into and exit from the sponsoring state.

SECTION X : WEAPONS

1. Exchange personnel will not carry personal weapons into the sponsoring state except when authorized by sponsoring state authorities and registered in accordance with applicable law.
2. Military weapons issued to exchange personnel by the parent Service will be introduced into the sponsoring state only if authorized by the parent Service and competent sponsoring state authorities.

SECTION XI : DISCIPLINE

1. Exchange personnel will comply with the lawful regulations, orders, instructions, and customs of the sponsoring service insofar as they are appropriate and applicable under the circumstances and consistent with laws and regulations of the parent state.
2. Exchange personnel who commit an offense against the military laws and regulations of either the parent or sponsoring Service may be separated from the exchange program with a view toward further administrative or disciplinary action by the parent Service. Disciplinary action will not be taken by the sponsoring Service against exchange personnel. The separation of exchange personnel from the program will not affect the right of civil authorities of the sponsoring state or its political subdivisions to exercise criminal jurisdiction over such personnel. Authorities of the sponsoring Service will convey, on behalf of the parent Service, any request for waiver of the right of such authorities to exercise jurisdiction. Further, authorities of the sponsoring Service will maintain close coordination with civil authorities of the sponsoring state or its political subdivisions in such matters and will urge, upon request of the parent Service, that sympathetic consideration be given to waiver requests where the parent Service/state indicates such waiver to be of particular importance. The foregoing is without prejudice to the provisions of an applicable status of forces agreement.
3. Exchange personnel will not exercise disciplinary powers over military personnel of the sponsoring Service.
4. Consistent with paragraphs 1 and 2 of this section, exchange personnel are subject to the lawful commands of military personnel of the sponsoring Service who are senior in rank to them.
5. To the extent authorized by its laws and regulations, the sponsoring Service will cooperate in the application of administrative or disciplinary action by the parent Service against offending exchange personnel.

SECTION XII : SECURITY

1. Exchange personnel must comply at all times with security regulations of the sponsoring Service or state. Assignment, duties, and the handling of classified information will be subject to the security and disclosure policies of both states and Services concerned and any applicable international agreements.
2. Any classified information or material exchanged under the provisions of this MOU will be protected in accordance with the 1961 US/UK General Security Agreement, as amended and including the Industrial Security Annex thereto.
3. Each government will take all lawful steps available to it to keep information exchanged in confidence under this MOU free from disclosure under any legislative provisions, unless the other Government consents to such disclosure.
4. To assist in providing the desired protection, each Government will mark such information furnished to the other with a legend indicating the country of origin, the security classification, the conditions of release, and, the fact that the information relates to this MOU and that it is furnished in confidence.
5. Information provided by either Government to the other in confidence, and information produced by either Government pursuant to this MOU requiring confidentiality will be safeguarded in a manner that ensures its proper protection from unauthorized disclosure.

SECTION XIII : USE OF FACILITIES

Use of facilities of the sponsoring service by exchange personnel for their military specialty proficiency will be granted in accordance with the policies and directives of the sponsoring Service.

SECTION XIV : UNIFORM

Exchange personnel will comply with the dress regulations of the parent Service and the order of dress for any occasion is to be that which most nearly conforms to the order for the particular unit of the sponsoring Service to which their exchange unit is assigned. Customs of the sponsoring Service will be observed with respect to wearing of civilian clothes.

SECTION XV : LEAVE AND PASSES

Exchange personnel may be granted leave and passes according to their entitlements under the regulations of the parent Service, provided such is coordinated with the proper authorities of the sponsoring Service. Exchange personnel may observe the holiday schedules of both parent and sponsoring Services.

SECTION XVI : MEDICAL AND DENTAL SERVICES

1. Exchange personnel and their accompanying dependents will be granted access to military medical and dental services to the extent authorized by its governing laws and regulations. The provision of such care may be subject to reimbursement. Reimbursement of the sponsoring Service for medical and dental services provided to exchange personnel may be required unless otherwise specified in the appendix to this MOU pursuant to Section XVIII.
2. It is the responsibility of the parent Service to ensure that exchange personnel are medically and dental fit prior to commencing the exchange program.

SECTION XVII : FINANCIAL RESPONSIBILITIES

The following financial responsibilities apply in the exchange program:

1. The parent state or Service and exchange personnel, as appropriate, are responsible during the period of the exchange for the following costs:
 - a. Basic pay and cash allowances due exchange personnel.
 - b. Per diem and other travel allowances associated with the movement of exchange units and their personnel to and from the sponsoring state.
 - c. Compensation for loss of, or damage to, the uniform or other personal equipment of exchange personnel.
 - d. Cost of preparation and shipment of remains and funeral expenses in the event of death of exchange personnel.
 - e. Expenditures in connection with any special duty performed on behalf of the parent state.
 - f. Expenses incurred in the interest of dependents permitted to accompany or join exchange personnel.
 - g. Except for instruction of a brief duration provided in accordance with the provisions of paragraph 2, Section III, of this MOU, the costs of any training, services, or requirements not listed in the appendix to this MOU pursuant to Section XVIII

2. The sponsoring state or Service is responsible for the cost of providing the training and related services specifically identified in the appendix, pursuant to Section XVIII, subject to the reciprocity and reimbursement provisions of that article.

SECTION XVIII : RECIPROCAL PROVISION OF TRAINING AND RELATED SUPPORT

1. The parties may decide, on the basis of reciprocity, for the provision by the sponsoring state or Service of training and related support as listed in Sections XVI and XVII. An arrangement for the reciprocal provision of training and related support, if executed, will be incorporated in this MOU and will appear as an appendix hereto.
2. Regardless of whether an appendix to provide the training and related support as listed in Sections XVI and XVII is decided or not, units will be exchanged within 12 months in order that a balance of costs involved in sending and receiving units is maintained or so that reimbursement for the full costs of the training and related support provided can be accomplished.
3. To the extent that one party to which training and related support specified in the appendix is provided under this MOU does not initiate comparable training and related support for the other party within 12 months, the party provided such training and related support will reimburse the providing party for the full costs of such training and support.
4. IMFF, MAP, and FMS cash or credit funds may not be utilized for reimbursement or to meet the expenses of an exchange unit.

SECTION XIX : CLAIMS AND LIABILITY

Claims arising out of, or in connection with, the execution of this MOU will be dealt with in accordance with paragraph 1 of the Agreement Concerning Defence Cooperation Arrangements of 27 May 1993.

SECTION XX : REPORTS AND EVALUATIONS

1. Reports which exchange units may be required to make by their own Service or which they wish to make concerning their exchange duties will be submitted as follows:
 - a. USAF exchange units will forward their reports in accordance with appropriate departmental guidance.
 - b. Foreign exchange units and exchange personnel will forward their reports in accordance with parent Service instructions.

SECTION XXI: PRIVILEGES AND EXEMPTIONS

To the extent authorized by the laws and regulations of the sponsoring state, and in any event to the extent provided in an applicable status of forces agreement, the following privileges will be available to exchange units and exchange personnel.

- a. Exemption from any tax by the sponsoring state upon income received from the parent state.
- b. Exemption from any customs, import duty, or similar tax upon articles brought into the sponsoring state in connection with their official or personal use, including their baggage and household effects.
- c. Purchasing and patronage privileges at military commissaries, exchanges, theaters, and clubs on the same basis as equivalent personnel of the sponsoring Service.
- d. Any other privilege provided by an applicable status of forces agreement or granted by the sponsoring state under its laws and regulations.

Both Services should ensure that all necessary arrangements are made to enable any reliefs from taxes or duties to apply.

SECTION XXII : AWARDS OR INSIGNIA

Awards or insignia of military qualifications bestowed upon exchange units or exchange personnel by the sponsoring Service will be made in accordance with the regulations of the sponsoring Service. These awards or insignia will not be accepted by the unit or personnel concerned without the prior approval of the parent Service.

SECTION XXIII : APPLICATION OF STATUS OF FORCES AGREEMENTS

The provisions of any agreement of general application between the sponsoring and parent states now or hereinafter in effect regarding the status of parent state military personnel present in the sponsoring state will apply to exchange personnel and exchange units present in the sponsoring state, provided that in the event of conflict between the provisions of such other agreement and section XVII, XVIII, or XXIV of this MOU, such sections of this MOU will prevail.

SECTION XXIV : DURATION

This MOU is effective when signed by both Services and will remain in effect for ten years. It may be terminated by either Service upon written notice to the other Service at least 90 days prior to the effective date of such termination. This MOU may be amended by agreement of both Services at any time.

For the United States Air Force



Signature

Robert D. Bauerlein

Name

Deputy Under Secretary of
the Air Force

Title International Affairs

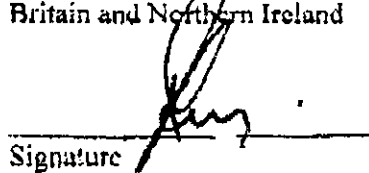
17 July 1997

Date

Washington DC USA

Location

For the Royal Air Force of the
United Kingdom of Great
Britain and Northern Ireland



Signature

N J DAY DSc(ENG) AOC1 RAF

Name

AIR CDRE OPERATIONS

Title

6 AUGUST 1997

Date

HQSTC, HIGH WYCOMBE

Location

APPENDIX 1
ON THE EXCHANGE OF UNITS
BETWEEN THE UNITED STATES AIR FORCE
AND THE ROYAL AIR FORCE OF THE UNITED KINGDOM
OF GREAT BRITAIN AND NORTHERN IRELAND

Pursuant to the terms and conditions of this Memorandum of Understanding (MOU) on the exchange of units between the United States Air Force (USAF) and the Royal Air Force (RAF), signed 6 AUG 97, the Two parties hereby establish the details of the exchange which will upon execution by both parties become a part of the aforementioned MOU.

1. Type of Training Exchange: RAF personnel will participate in Exercise Rolling Rock 97, Ft Dix, New Jersey. Exercise Rolling Rock 97 will provide integrated training in DOD and Air Force doctrine, training, tactics, and procedures for base operational support Unit Tasking Codes (UTCs) in a realistic field training environment. The training is geared towards contingency operations and focuses on military operations other than war (MOOTW). USAF personnel will attend similar training in the United Kingdom.
2. Participating USAF Unit/Number of Personnel: 421 Training Squadron/approximately 80 to 90 people.
3. Participating RAF Unit/Number of Personnel: 2503 Squadron Royal Auxiliary Regiment/approximately 80 to 90 people.
4. Proposed Timeframe/Duration of Exchange: RAF personnel will receive training for a two-week period in August 97. USAF personnel will receive training within the following 12 months (currently projected for Jun/Jul 98).
5. Support to be Provided by the Host Country: Training and field messing/housing.

For the United States Air Force


Signature

Robert D. Bauerlein

Name Deputy Under Secretary of the
Air Force International Affairs

Title

17 July 1997

Date

Washington DC USA

Location

For the Ministry of Defence
Royal Air Force


Signature

N J DAY BSC(ENG) ACG1 RAF

Name

AIR CDRE OPERATIONS

Title

6 AUGUST 1997

Date

HQSTC, HIGH WYCOMBE

Location